

**BOARD OF COUNTY COMMISSIONERS**

**AGENDA ITEM SUMMARY**

Meeting Date: February 19, 2003

Division: Growth Management

Bulk Item: Yes X No     

Department: Environmental Resources

**AGENDA ITEM WORDING:** Approval for a Grant Conservation Easement for Lot 10, Block 2 of the unrecorded Plat of Oceana, Monroe County, Florida. RE# 00085340-000101.

**ITEM BACKGROUND:** none

**PREVIOUS RELEVANT BOCC ACTION:** none

**CONTRACT/AGREEMENT CHANGES:** none

**STAFF RECOMMENDATIONS:** approval

**TOTAL COST:** \$24.00

**BUDGETED:** Yes N/A No     

**COST TO COUNTY:** None

**SOURCE OF FUNDS:** Mr. & Mrs. Migala

**REVENUE PRODUCING:** Yes      No X **AMOUNT PER MONTH**      **Year**     

**APPROVED BY:** County Atty X OMB/Purchasing N/A Risk Management N/A

**DIVISION DIRECTOR APPROVAL:**

  
Timothy J. McGarry, AICP

**DOCUMENTATION:** Included X To Follow      Not Required     

**DISPOSITION:**     

**AGENDA ITEM #** 263

# *Grant of Conservation Easement*

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between

Theodore A. Migala, Jr. and Mary Jo Migala

whose address is 766 Dolphin Avenue, Key Largo Florida 33037

County of Monroe State of Florida, (Grantor) and Monroe County, a political subdivision of the State of Florida, whose address is 5100 College Road, Stock Island, Key West, FL 33040 (Grantee).

The parties recite and declare:

The Grantor is the owner of certain real property commonly known as

766 Dolphin Avenue, Key Largo Florida 33037

(the servient estate), more particularly described as follows: (Legal description) Lot 10 Block 2 of the

Unrecorded plat of Oceana, Monroe County Florida RE#00085340-000101

The Grantor desires to develop the servient estate as (describe project):

An accessory garage as shown in permit # 01-3-3581

The servient estate contains (describe relevant natural features):

Low Quality High Elevation Tropical Hardwood Hammock

The Grantee is a general purpose political subdivision of the State authorized and required to regulate and control the use of real property through land development regulations in order to protect the public health, safety and welfare. Sec. 9.5-336 of the Grantee's land development regulations requires that

certain areas of the servient estate be retained as open space and preserved in their natural condition if the servient estate is to be developed as an accessory garage.

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The parties agree as follows:

1. Grant of easement.

In consideration for a development permit for an accessory garage  
and in order to comply with Sec. 9.5-336, Monroe County Code, the Grantor hereby grants to Grantee the easement described below.

2. Character of the easement and governing law.

This easement is a conservation easement under Sec. 704.06, Fla. Stat. and is to be governed by, construed and enforced in accordance with that statute and with the applicable laws of the State of Florida.

3. Location of the easement. (metes and bounds description of the open space area)

a. The conservation easement is located as follows

as shown in Exhibit A attached

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b. The location of the easement is also described in the diagram attached to this instrument as Exhibit "A" and, by reference, made a part of as fully and to the same effect as if set forth in this instrument in its entirety.

4. Restraints imposed by the Conservation Easement.

The conservation easement granted by this instrument imposes the following restrictions on the future use of the servient estate within the easement area:

a. No removal, trimming or pruning of trees, shrubs, or other vegetation (except non-native vegetation whose removal is authorized by the Grantee's biologist).

b. No acts that are detrimental to wildlife or wildlife habitat preservation.

c. No excavation, dredging, or removal of loam, peat gravel, soil, rock, or other material substances in such manner as to affect the surface.

d. No activities detrimental to drainage, flood control, water conservation, erosion control and soil conservation.

e. No dumping or placing of soil or other substance or material as landfill or dumping or placing of trash, waste, or unsightly or offensive materials.

f. No planting of non-native plants.

5. Terms and persons bound.

This conservation easement is perpetual, runs with the land and is binding on all present and subsequent owners and mortgagees of the servient estate. Grantor represents that the mortgagee(s), if any, whose consent is attached hereto, is (are) the only mortgagee(s) having a security interest in the servient estate.

6. Entire Agreement.

This agreement constitutes the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this agreement is not binding upon either party except to the extent incorporated in this Agreement.

7. Modification of Agreement.

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement is binding only if evidenced in writing and signed by an authorized representative of each party and by any mortgagee.

8. Attorney's fees.

In the event of any controversy, claim or dispute arising under this instrument, the prevailing party is entitled to recover reasonable attorney's fees and costs.

9. Entry of Grantee's representative on the servient estate.

The Grantee's representative on the servient estate, after first furnishing the Grantor no less than 24 hours notice for the purposes of inspection to determine the Grantor's compliance with this Agreement.

10. Notice.

Any notice provided for or concerning this Agreement must be in writing and is sufficiently given when sent by certified or registered mail, or via an equivalent service furnished by a private carrier, to the respective address of each party as set forth at the beginning of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

(SEAL)

ATTEST: DANNY L. KOLHAGE, CLERK

BOARD OF COUNTY COMMISSIONERS  
OF MONROE COUNTY, FLORIDA (Grantee)

By \_\_\_\_\_  
Deputy Clerk

By \_\_\_\_\_  
Mayor/Chairman

Christine Nicholls  
Signature of witness

CHRISTINE NICHOLLS  
Printed name of witness

Georgina Sanchez  
Signature of witness

GEORGINA SANCHEZ  
Printed name of witness

Theodore A. Migala  
Grantor

Theodore A. Migala  
Printed name of Grantor

Mary Jo Migala  
Grantor

MARY JO MIGALA  
Printed name of Grantor

STATE OF FLORIDA  
COUNTY OF MONROE

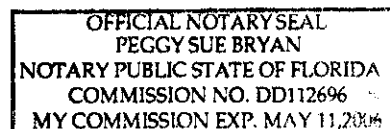
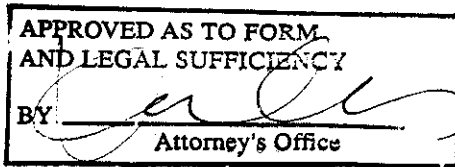
BEFORE ME, the undersigned authority, personally appeared THEODORE MIGALA  
and MARY JO MIGALA, who are personally known to me, or have produced

\_\_\_\_\_ and \_\_\_\_\_, respectively  
as identification.

Sworn to and subscribed before me this 13 day of SEPTEMBER, 2002.

PEGGY SUE BRYAN  
Typed Notary Name and Number

Peggy Sue Bryan  
Notary Signature and Seal



MIGALIA  
LOT 10, BLOCK 2

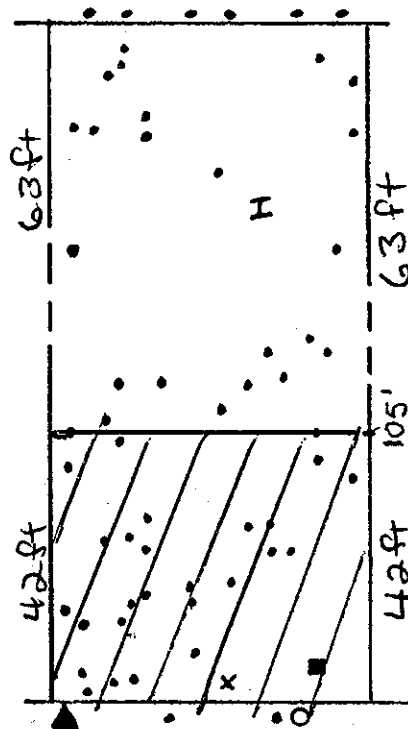
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of Unrecorded Plat  
of Ocean, Monroe Co. FL  
RE # 00085340-000101

Exhib 4 "A"  
766 Dolphin Ave  
Key Largo FL 33037

OCEANA AVENUE

50'

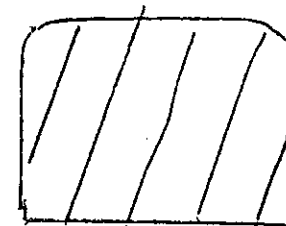


LEGEND

- ▲ BLACKBEAD
- X CINNAMON BARK
- I INKWOOD
- LANCEWOOD
- MAHOGANY
- MILKBARK



1" = 30'



Hashed Area  
40% Conservation  
Easement.

DOLPHIN AVENUE

Key Largo Shaded